

**KASOWITZ BENSON TORRES LLP**

Daniel A. Saunders (SBN 161051)  
DSaunders@kasowitz.com  
2029 Century Park East, Suite 2000  
Los Angeles, California 90067  
Telephone: (424) 288-7900  
Facsimile: (424) 288-7901

**KASOWITZ BENSON TORRES LLP**

Constantine Z. Pamphilis (TX SBN 00794419)  
Admitted *Pro Hac Vice*  
DPamphilis@kasowitz.com  
J. Michael Wilson (TX SBN 24047125)  
Admitted *Pro Hac Vice*  
MWilson@kasowitz.com  
1415 Louisiana Street, Suite 2100  
Houston, Texas 77002  
Telephone: (713) 220-8800  
Facsimile: (713) 222-0843

*Attorneys for Defendant USF Reddaway Inc.*

**THE MYERS LAW GROUP, APC**

Ann Hendrix (SBN 158185)  
ahendrix@myerslawgroup.com  
Morgan J. Good (SBN 311344)  
mgood@myerslawgroup.com  
9327 Fairway View Place, Suite 100  
Rancho Cucamonga, California 91730  
Telephone: (909) 919-2027  
Facsimile: (888) 375-2102

*Attorneys for Plaintiff Pablo Rodriguez*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

PABLO RODRIGUEZ, an individual,

Plaintiff,

v.

USF REDDAWAY INC., an Oregon  
corporation; YELLOW CORP., an  
unknown entity; and DOES 1  
THROUGH 10, inclusive,

Defendants.

Case No. 5:22-CV-00820-DSF-SP

**STIPULATED PROTECTIVE  
ORDER**

Action Filed: May 16, 2022

1     A. PURPOSES AND LIMITATIONS

2       Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation may be  
5     warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
6     the following Stipulated Protective Order. The parties acknowledge that this Order  
7     does not confer blanket protections on all disclosures or responses to discovery and  
8     that the protection it affords from public disclosure and use extends only to the  
9     limited information or items that are entitled to confidential treatment under the  
10    applicable legal principles. The parties further acknowledge, as set forth in Section  
11    12.3, below, that this Stipulated Protective Order does not entitle them to file  
12    confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13    that must be followed and the standards that will be applied when a party seeks  
14    permission from the Court to file material under seal.

15     B. GOOD CAUSE STATEMENT

16       This action is likely to involve trade secrets, customer and pricing lists and  
17    other valuable research, development, commercial, financial, technical and/or  
18    proprietary information for which special protection from public disclosure and from  
19    use for any purpose other than prosecution of this action is warranted. Such  
20    confidential and proprietary materials and information consist of, among other  
21    things, confidential business or financial information, personal identifying  
22    information, some information contained in employee files, information regarding  
23    confidential business practices or other confidential research, development, or  
24    commercial information (including information implicating privacy rights of third  
25    parties), and information otherwise generally unavailable to the public or which may  
26    be privileged or otherwise protected from disclosure under state or federal statutes,  
27    court rules, case decisions, or common law. Accordingly, to expedite the flow of  
28    information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep  
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
3 material in preparation for and in the conduct of trial, to address their handling at the  
4 end of the litigation, and to serve the ends of justice, a protective order for such  
5 information is justified in this matter. It is the intent of the parties that information  
6 will not be designated as confidential for tactical reasons and that nothing will be so  
7 designated without a good faith belief that it has been maintained in a confidential,  
8 non-public manner, and there is good cause why it should not be part of the public  
9 record of this case.

10 2. DEFINITIONS

11 2.1 Action: The above-captioned lawsuit styled *Pablo Rodriguez v. USF*  
12 *Reddaway Inc. et, al*, No. 5:22-CV-00820-DSF-SP, in the United States District  
13 Court for the Central District of California, Western Division.

14 2.2 Challenging Party: A party or Non-Party that challenges the designation  
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for protection  
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
19 Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: A Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: All items or information, regardless  
26 of the medium or manner in which they are generated, stored or maintained  
27 (including, among other things, testimony, transcripts and tangible things), that are  
28 produced or generated in disclosures or responses to discovery in this matter.

1           2.7    Expert: A person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its Counsel to serve as  
3   an expert witness or as a consultant in this Action.

4           2.8    House Counsel: Attorneys who are employees of a Party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   Counsel.

7           2.9    Non-Party: Any natural person, partnership, corporation, association or  
8   other legal entity not named as a Party to this Action.

9           2.10   Outside Counsel of Record: Attorneys who are not employees of a party  
10   to this Action but are retained to represent or advise a Party to this Action and have  
11   appeared in this Action on behalf of that Party or are affiliated with a law firm which  
12   has appeared on behalf of that Party, and includes support staff.

13          2.11   Party: Any party to this Action, including all of its officers, directors,  
14   employees, consultants, retained experts and Outside Counsel of Record (and their  
15   support staffs).

16          2.12   Producing Party: A Party or Non-Party that produces Disclosure or  
17   Discovery Material in this Action.

18          2.13   Professional Vendors: Persons or entities that provide litigation support  
19   services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
20   demonstrations and organizing, storing or retrieving data in any form or medium)  
21   and their employees and subcontractors.

22          2.14   Protected Material: Any Disclosure or Discovery Material that is  
23   designated as “CONFIDENTIAL.”

24          2.15   Receiving Party: A Party that receives Disclosure or Discovery Material  
25   from a Producing Party.

1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (i) any information copied or  
4 extracted from Protected Material; (ii) all copies, excerpts, summaries or  
5 compilations of Protected Material; and (iii) any testimony, conversations or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9     4.     DURATION

10            Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (i) dismissal of all claims and defenses in this Action, with  
14 or without prejudice; and (ii) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18    5.     DESIGNATING PROTECTED MATERIAL

19        5.1   Exercise of Restraint and Care in Designating Material for Protection.

20            Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items or oral or written  
24 communications that qualify so that other portions of the material, documents, items  
25 or communications for which protection is not warranted are not swept unjustifiably  
26 within the ambit of this Order.

27            Mass, indiscriminate or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating  
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation,

7 5.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this Order (*see, e.g.*, second paragraph of Section 5.2(a), below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
17 contains Protected Material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the protected  
19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine which  
26 documents, or portions thereof, qualify for protection under this Order. Then, before  
27 producing the specified documents, the Producing Party must affix the  
28 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
3 markings in the margins).

4 (b) for testimony given in depositions, that the Designating Party identify  
5 the Disclosure or Discovery Material on the record, before the close of the deposition  
6 for all Protected Testimony.

7 (c) for information produced in some form other than documentary and for  
8 other tangible items, that the Producing Party affix in a prominent place on the  
9 exterior of the container or containers in which the information is stored the legend  
10 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
11 protection, the Producing Party, to the extent practicable, shall identify the protected  
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
14 failure to designate qualified information or items does not, standing alone, waive  
15 the Designating Party’s right to secure protection under this Order for such material.  
16 Upon timely correction of a designation, the Receiving Party must make reasonable  
17 efforts to assure that the material is treated in accordance with the provisions of this  
18 Order.

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court’s  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper purpose  
27 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties), may  
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived



1 or withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of Section 13 below (FINAL  
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized by this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
21 to disclose the information for this Action;

22 (b) the officers, directors and employees (including House Counsel) of the  
23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined by this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 "Acknowledgement and Agreement to be Bound" (Exhibit A);

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;



1 (f) professional jury or trial consultants, mock jurors and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgement and Agreement to be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses and attorneys for witnesses in the  
7 Action to whom disclosure is reasonably necessary, provided: (i) the deposing Party  
8 requests that the witness sign the form attached as Exhibit A hereto; and (ii) they will  
9 not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgement and Agreement to be Bound” (Exhibit A), unless otherwise  
11 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
12 deposition testimony or exhibits to depositions that reveal Protected Material may be  
13 separately bound by the court reporter and may not be disclosed to anyone except as  
14 permitted under this Stipulated Protective Order;

15 (i) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the Parties engaged in settlement discussions;

17 (j) the Parties’ disclosed insurers and disclosed insurers’ counsel; and

18 (k) any other individual agreed upon by the Parties in writing.

19 7.3 Nothing in this Protective Order shall limit any Party’s use of its own  
20 documents and information, nor shall it prevent the Designating Party from  
21 disclosing its own Protected Material to any person. Such disclosure shall not affect  
22 any designations made pursuant to the terms of this Stipulated Protective Order, so  
23 long as the disclosure is made in a manner which is reasonably calculated to maintain  
24 the confidentiality of the Protected Material.

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
26 IN OTHER LITIGATION  
27  
28

1 If a Party is served with a subpoena or Court order issued in other litigation  
2 that compels disclosure of any information or items designated in this Action as  
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification shall  
5 include a copy of the subpoena or Court order;

6 (b) promptly notify in writing the party who caused the subpoena or order  
7 to issue in the other litigation that some or all of the material covered by the subpoena  
8 or order is subject to this Stipulated Protective Order. Such notification shall include  
9 a copy of this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued  
11 by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with  
13 the subpoena or Court order shall not produce any information designated in this  
14 action as “CONFIDENTIAL” before a determination by the Court from which the  
15 subpoena or order issued, unless the Party has obtained the Designating Party’s  
16 permission. The Designating Party shall bear the burden and expense of seeking  
17 protection in that Court of its confidential material and nothing in these provisions  
18 should be construed as authorizing or encouraging a Receiving Party in this Action  
19 to disobey a lawful directive from another Court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated “CONFIDENTIAL.” Such information  
24 produced by Non-Parties in connection with this litigation is protected by the  
25 remedies and relief provided by this Order. Nothing in these provisions should be  
26 construed as prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to  
28 product a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-  
4 Party that some or all of the information requested is subject to a confidentiality  
5 agreement with the Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the  
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this Court within  
12 14 days of receiving the notice and accompanying information, the Receiving Party  
13 may produce the Non-Party's confidential information responsive to the discovery  
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
15 not produce any information in its possession or control that is subject to the  
16 confidentiality agreement with the Non-Party before a determination by the Court.  
17 Absent a Court order to the contrary, the Non-Party shall bear the burden and expense  
18 of seeking protection in this Court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in  
23 writing the Designating Party of the unauthorized disclosures; (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material; (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order;  
26 and (d) request such person or persons to execute the "Acknowledgement and  
27 Agreement to be Bound" that is attached hereto as Exhibit A.  
28

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court at any time.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a Court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in Paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (i) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed; and (ii) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Dated: December 1, 2022

Respectfully Submitted,  
**THE MYERS LAW GROUP, A.P.C.**

By: /s/ Ann Hendrix  
Ann Hendrix  
*Attorney for Plaintiff Pablo Rodriguez*

1 Dated: December 1, 2022

**KASOWITZ BENSON TORRES LLP**

2  
3 By: /s/ Daniel A. Saunders

4 Daniel A. Saunders  
5 Constantine Z. Pamphilis  
6 J. Michael Wilson  
7 *Attorney for Defendant USF*  
8 *Reddaway LLC*

9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED this 6th day of  
10 December 5, 2022.

11 

12 SHERI PYM  
13 United States Magistrate Judge

14  
15 Pursuant to Local Rule 5-4.3.4 all other signatories listed, and on whose  
16 behalf the filing is submitted, concur in the filing's content and have authorized  
17 the filing.  
18

19 Dated: December 1, 2022

**KASOWITZ BENSON TORRES LLP**

20  
21  
22 By: s/ J. Michael Wilson

23 J. Michael Wilson  
24 *Attorney for Defendant USF*  
25 *Reddaway LLC*  
26  
27  
28

**EXHIBIT A****ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty  
 of perjury that I have read in its entirety and understand the Stipulated Protective  
 Order that was issued by the United States District Court for the Central District of  
 California on [date] in the case of *Pablo Rodriguez v. USF Reddaway, Inc.*, No. 5:22-  
 CV-00820-DSF-SP, in the United States District Court for the Central District of  
 California. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject  
 to this Stipulated Protective Order to any person or entity except in strict compliance  
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this Action. I hereby appoint \_\_\_\_\_ [print  
 or type full name], of \_\_\_\_\_ [print or type full address  
 and telephone number] as my California agent for service of process in connection  
 with this action or any proceedings related to enforcement of this Stipulated  
 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_